

AGREEMENT

Between

KELLOGG COMMUNITY COLLEGE  
BOARD OF TRUSTEES

And

KELLOGG COMMUNITY COLLEGE  
Support Staff Union  
UAW Local 1294, Unit 25

for the

ACADEMIC YEARS

**2011-2012, 2012-2013, 2013-2014**

NOTE: **New language is in bold print**

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- *Note that changes made after publication of this document are available on the KCC M-drive or through your union representatives.*

PREAMBLE

AGREEMENT BETWEEN THE

KELLOGG COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

KELLOGG COMMUNITY COLLEGE SUPPORT STAFF UNION, UAW LOCAL 1294 Unit 25

This Agreement is entered into this 1st day of July, **2011**, by and between the Board of Trustees of Kellogg Community College, Battle Creek, Michigan, hereinafter called "The Board," and the Kellogg Community College Support Staff Union, UAW Local 1294 Unit 25, hereinafter called "The UNIT."

WITNESSETH

Whereas, the parties have a mutual statutory obligation pursuant to Act 379 of the Michigan Public Act of 1965, as amended, to bargain with respect to hours, wages, terms, and conditions of employment and whereas, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **Article 1 Recognition**

Section 1: The Board recognizes the Unit as the sole and exclusive bargaining agent for:

All full-time and regular part-time secretaries, bookkeepers, clerks, library assistants, and other office clerical personnel, paraprofessionals, technicians, staff assistants and other employees, but excluding administrative personnel, supervisors, Executive Assistant to the President, Executive Assistant to the Vice President for Student Services, Executive Assistant to the Vice President for Instruction, and the Executive Assistant to the Vice President for Administration and Finance.

Section 2: The terms "personnel" and/or "employee(s)" as hereinafter used in this Agreement shall include and be limited to all those individuals as described in Section 1 above.

## **Article 2 Board Rights**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Michigan and/or the United States including, but without limiting the foregoing, the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## **Article 3 Unit Rights**

Section 1: The Unit, as the exclusive bargaining representative of the support staff employees, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Act of 1965, as amended, from time to time, and by other applicable Michigan Statutes now or hereafter enacted or the Constitutions of Michigan and the United States.

Section 2: Unit Membership and Agency Shop. All employees have the right to join, not join, maintain or drop their membership in the Unit. However, as a condition of continued employment, all employees included in the Collective Bargaining Unit set forth in Section 1, shall, thirty-one (31) days after the execution of this Agreement or their date of hire, whichever is later, either become members of the Unit and pay to the Unit the periodic monthly dues and initiation fees uniformly required of all Unit members, or pay to the Unit a service fee (fair share fee) equal to the pro rata share of the costs of negotiation and administering this Agreement, which shall not exceed the Unit's periodic monthly dues. Service fees shall not include initiation fees or special assessments of any kind. The Board shall not be obligated to enforce this provision in any way, which would violate an employee's statutory or constitutional rights. The Unit recognizes that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit set forth in this Agreement without regard to whether or not the employee is a member of the Unit, or is paying a service fee.

- A. An employee who voluntarily submits an authorization of dues deduction shall continue membership in the Unit until such authorization is revoked in writing by the employee in accordance with the regulations of the UAW. Said revocation must be delivered to the Unit with a copy to Human Resources between August 1 and August 31 of the year it is to take effect.
- B. An employee shall tender dues or service representation fees by signing the Authorization for Check-off of Dues or Fees form. This form is available from the Unit Chair. The original signed card will be sent to Human Resources with a copy sent to the Unit Chair.
- C. During the life of this Agreement, and in accordance with the terms of A. above, the Board will deduct Unit membership dues or fees levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed the Authorization for Check-off of Dues or Fees form submitted by the Unit and on file with the Board.
- D. Check-off deductions shall become effective at the time the application is signed by the employee and shall be deducted twice each month. Deductions shall be made in as nearly equal amounts as is possible.
- E. All deductions of dues or fees for any calendar month shall be remitted to the designated financial officer of the Unit with a list from whom dues or fees have been deducted prior to the tenth (10th) day of the following month.
- F. In cases where a deduction is made that duplicates a payment that an employee has made to the Unit, or where a deduction is not in conformity with the provisions of the Constitution of the Union or terms of this Agreement, refunds to the employee will be made by the UAW.
- G. The Board shall not be liable to the Unit by reason of the requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- H. The Unit will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with this Section of the Agreement.
- I. The College will provide the Unit with storage/meeting space by January 2010.

Section 3: The Board shall notify the Unit Chair, in writing, of any change in employment status of any member of the Bargaining Unit.

Section 4: The Board shall give the Unit Chair, in writing, the name of a new hire into the Bargaining Unit and the salary. A copy of the job description of a new hire shall be provided, within ten (10) days of employment, if the job description is changed.

Section 5: The Unit shall have the right to use College buildings, if available, after working hours and for evening meetings, without cost, subject to the rules and regulations governing such use.

Section 6: The Bargaining Committee shall consist of the following: Unit Chair, Vice Chair, and Steward for a designated group of employees-College-established regional centers, Eastern Academic Center, Fehsenfeld Center, Grahl Center, and Regional

Manufacturing Technology Center may elect a steward for representation at that particular facility, but those stewards will not be a part of the Bargaining Committee.

#### **Article 4 Concerted Action Prohibitions**

- Section 1: The Unit and/or individual Bargaining Unit members shall not engage in or encourage concerted action of any type against the Board during the life of this Agreement.
- Section 2: Should another organization within the College district sponsor picketing or striking, the Unit and/or its individual members agree to report to work providing their persons and/or property are not in danger of physical violence.

#### **Article 5 Hours of Work**

- Section 1: The normal work day shall be eight (8) consecutive hours per day.
- Section 2: The normal work week shall be forty (40) hours per week.
- Section 3: A part-time employee may have his/her time arranged by the immediate supervisor. The Director, Human Resources, will be notified prior to any change in work hours. If a change is made, that information will be forwarded to the Unit Chair. Changes can be made within the working hours of the day only. Change of scheduled working days will be considered for emergency situations only and must be approved by the individual responsible for support staff or his/her designee. Any decision made under these circumstances is not precedent setting.
- Section 4: The Board reserves the right to determine hours of work for newly created and vacated positions. All existing positions shall continue the existing work day.
- Section 5: During peak periods of operation an employee may be requested to work a flexible schedule on a temporary basis. The supervisor will make a request through the appropriate Dean or Vice President. The Dean or Vice President will then notify, in writing, the Unit Chair and the Human Resources Department.
- Section 6: A. Summer Schedule:

**Between the week of graduation and General Session, staff will work a reduced work week equal to 90% of their regular schedule and be compensated for their full schedule. Administration will post the schedule for Main Campus and the Centers by March 1 for each year.**

**B. Non-summer Schedule:**

The work day for all support staff will be shortened by thirty (30) minutes to be applied to the beginning or the end of the normal work day with the approval of the supervisor. A part-time employee shall have a pro-rata amount. Shortened work hours will begin the day after grades are due and return to regular hours the first business day before general and interim sessions and will be in place for Spring Break.

**C. Winter Break Schedule:**

**December Winter Break 2011**

The Winter Break 2011 schedule for Support, Maintenance and Administrative staff will be as follows:

<b>Monday</b>	<b>December 26, 2011</b>	<b>Paid Holiday</b>
<b>Tuesday</b>	<b>December 27, 2011</b>	<b>Paid Holiday</b>
<b>Wednesday</b>	<b>December 28, 2011</b>	<b>**** College Closed</b>
<b>Thursday</b>	<b>December 29, 2011</b>	<b>Administration and Employees split leave ****</b>
<b>Friday</b>	<b>December 30, 2011</b>	<b>Paid Holiday</b>
<b>Monday</b>	<b>January 2, 2012</b>	<b>Paid Holiday</b>

**2011 Winter Break Schedule**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	
December 25	26 Holiday	27 Holiday	28 COLLEGE CLOSED Admin/Employee Split Leave	29	30 Holiday	31
January 1	2 Holiday	3	4	5	6	7

**December Winter Break 2012**

The Winter Break 2012 schedule for Support, Maintenance and Administrative staff will be as follows:

<b>Monday</b>	<b>December 24, 2012</b>	<b>Paid Holiday</b>
<b>Tuesday</b>	<b>December 25, 2012</b>	<b>Paid Holiday</b>
<b>Wednesday</b>	<b>December 26, 2012</b>	<b>**** College Closed</b>
<b>Thursday</b>	<b>December 27, 2012</b>	<b>Administration and Employees split leave ****</b>
<b>Friday</b>	<b>December 28, 2012</b>	
<b>Monday</b>	<b>December 31, 2012</b>	<b>Paid Holiday</b>
<b>Tuesday</b>	<b>January 1, 2013</b>	<b>Paid Holiday</b>

**2012 Winter Break Schedule**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	
December 23	24 Holiday	25 Holiday	26 COLLEGE CLOSED Admin/Employee Split Leave	27	28	29
December 30	31 Holiday	January 1 Holiday	2	3	4	5

### December Winter Break 2013

The Winter Break 2013 schedule for Support, Maintenance and Administrative staff will be as follows:

<b>Monday</b>	<b>December 23, 2013</b>	<b>**** College Closed Administration and Employees split leave ****</b>
<b>Tuesday</b>	<b>December 24, 2013</b>	<b>Paid Holiday</b>
<b>Wednesday</b>	<b>December 25, 2013</b>	<b>Paid Holiday</b>
<b>Thursday</b>	<b>December 26, 2013</b>	<b>**** College Closed</b>
<b>Friday</b>	<b>December 27, 2013</b>	<b>Administration and Employees split leave ****</b>
<b>Monday</b>	<b>December 30, 2013</b>	<b>Paid Holiday</b>
<b>Tuesday</b>	<b>December 31, 2013</b>	<b>Paid Holiday</b>
<b>Wednesday</b>	<b>January 1, 2014</b>	<b>Paid Holiday</b>

### 2013 Winter Break Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	
December 22	23 <small>COLLEGE CLOSED Admin/Emp Split Leave</small>	24 Holiday	25 Holiday	26 <small>COLLEGE CLOSED Admin/Employee Split Leave</small>	27	28
December 29	30 <small>COLLEGE CLOSED Admin/Emp Split Leave</small>	31 Holiday	January 1 Holiday	2	3	4

If the employee does not have vacation, floating holiday, or compensatory time available to cover Winter Break vacation days, their portion of time will be unpaid.

- Section 7: Each full-time employee shall have a fifteen (15) minute relief period in the morning and a fifteen (15) minute relief period in the afternoon. A part-time employee shall have a pro-rata amount.
- Section 8: Employees are to report for work unless the site to which they are assigned is closed. Sites are to be considered open unless confirmed otherwise by calling the main switchboard. It is the responsibility of the employee to call the main switchboard.
- Section 9: If an employee is requested to report for work when the site to which he/she is assigned is closed, he/she shall elect to be compensated at the rate of one (1) times their salary in addition to their regular wages. The employee shall elect to be compensated either by compensatory time off or additional pay. If the College is closed and then a portion of the College is reopened, but not the entire site, those support staff that are requested to report and who report for work will receive compensation as described in this Section.

## Article 6 Vacancies and Promotions

- Section 1:
- A. Whenever a vacancy or other special opportunity within the Bargaining Unit occurs, the Board shall post the vacancy or special position(s) internally before outside applicants are allowed to apply. Such posting shall include the requirements of the position. Five (5) work days will be allowed for an employee to apply, in writing, for such position.
  - B. Support staff that apply for and meet minimum qualifications (as determined by the hiring manager) for a posted position, will be granted a phone interview. If no phone interview is conducted, then the employee will be granted a face-to-face interview.**
  - C. A copy of all postings of vacancies within the College will be sent to the Unit Chair.
  - D. The Administration agrees to review each current employee's application on the basis of his/her qualifications including ability, aptitude, general fitness, service, and past performance. An interview with a Bargaining Unit employee for a posted position shall be arranged during work time, if at all possible, and shall not cause a loss of salary for the affected employee. It is understood that all interviews will take place, when possible, during the last ten (10) days before the current employee in the position vacates the position.
  - E. In the event an applicant is denied the promotion or transfer, he/she may request an explanation of the reason he/she was not selected for either an interview or for the position. The request may be made by the Unit Chair at the employee's request. The information will be provided in a meeting of the applicant, Director, Human Resources, Search Committee Chair and, if the employee desires, the Unit Chair.
- Section 2:
- A. The College is permitted to temporarily fill a vacancy until it has time to send out notices, have interviews, and hire an applicant for the vacancy.
  - B. An employee who is assigned, in writing, to work temporarily in a higher classification for ten (10) consecutive days or longer, will be paid the rate of the higher classification.
- Section 3:
- A. All qualified Bargaining Unit applicants for posted positions within the Unit will be given first consideration for such positions. All employees are encouraged to train and prepare for promotional opportunities.
  - B. The Screening Committee must make a final decision of all internal applicants prior to advertising the position for external candidates.
- Section 4:
- If an employee is transferred to a position excluded from the Bargaining Unit, and then returns to the Bargaining Unit within a three (3) year period, every effort will be made to reinstate the employee at their previous step and classification. The following will apply:
- A. If employee returns before the one (1) year anniversary of their transfer
    - 1. They will continue to accumulate Bargaining Unit seniority while working in the position to which he/she was transferred.

2. They will accumulate years of service while working in the position to which he/she was transferred, which will apply to any benefit provided for in this Agreement.
- B. If the employee is transferred back into the Unit after their one (1) year anniversary date of the transfer, but before the three (3) year anniversary date of the transfer:
  1. They will accumulate years of service while working in the position to which he/she was transferred, which will apply to any benefit provided for in this Agreement.
  2. They will forfeit all Bargaining Unit seniority with respect to bumping privileges and begin accumulating seniority at the date of transfer.

An employee so transferred back into the Unit after the three (3) year period will lose all accumulated seniority within the Bargaining Unit except as it pertains to benefits provided by the Administration.

Section 5: Testing will be required of all applicants when applying for a transfer to an internally advertised support staff position.

Section 6: An employee is not eligible to bid on any vacant position outside his/her department (Cost Center) for a period of nine (9) months from the date of their appointment to their then current position. If no significant training is required the nine (9) month period is waived.

## **Article 7 Lay Off and Recall**

**Section 1: Section 1 applies to new employees hired into the College and into grant funded positions after July 1, 2011.**

- A. **These positions are grant funded and continuation of these positions is contingent upon the availability of continued funding. In the event the College is notified of a loss of funding to the grant for which this position is covered, the College reserves the right to provide thirty (30) days written notice of termination of employment.**
- B. **Employees in grant funded positions (hired into the College after July 1, 2011) will be excluded from rights related to lay off and bumping.**

**Section 2: The lay off and recall process outlined in the following items applies to non-grant funded positions and those employees hired in those grant funded positions before July 1, 2011. The term "lay off" means a reduction in the work force necessitated by economic conditions or a decrease in work.**

Section 3: In the event that economic conditions or a reduction of available work results in the need to reduce staff and employees, the College shall give preference to employees having the greatest amount of seniority on a Bargaining Unit wide basis with the displacement of the employee with the least amount of seniority, providing that ability and qualifications are equal. Only full time Unit members may bump into full time positions. Only part time Unit members may bump into part time positions. In order for a Unit member to bump into a position they must possess the minimum qualifications and have the ability to perform the work adequately with a minimum of instruction or training. Temporary and probationary employees shall be released

before seniority employees. In the event of employee lay off, the most senior person on lay off goes to a vacant position, if any, and then displaces the least senior person on a Bargaining Unit wide basis provided they meet the minimum qualifications for the position with a minimum of instruction or training.

- Section 4:** If the person being laid off does not meet the qualifications for the position of the least senior person, he/she moves to the next least senior person for similar consideration.
- Section 5:** Selection of a person for a position is the responsibility of the College. The person exercising their displacement right moves to the same step on the salary schedule of the new position.
- Section 6:** An employee who has bumped into a position due to lay off shall retain his/her right to apply for openings, vacancies, or newly created positions as they become available without having to wait for a period of nine (9) months, if no significant training is required. If the position from which an employee has been bumped becomes vacant, the employee who was bumped from it will have the first right to reclaim the position from the bump for up to one (1) year.
- Section 7:** The Administration will meet with the proper Unit representatives at least thirty (30) calendar days prior to the anticipated date of the lay off. At such meeting, the Administration will submit a list of the employees scheduled for lay off. Said list shall show the names, seniority dates, job titles, and work locations. If the Unit challenges the result of the Administration's decision regarding the employees to be laid off, the matter shall become a proper subject for the grievance procedure. A grievance filed under this Section shall be submitted at the final step.
- Section 8:** It is the responsibility of each person laid off to notify, in writing, the office of the person responsible for support staff personnel of his/her desire to be notified of all vacancies, in writing, for a period of not more than one (1) year. A copy of the notification shall also be sent to the Unit Chair.
- Section 9:** An employee placed on lay off shall receive all pay due him/her for work performed prior to and including the day of lay off, plus earned vacation time.
- Section 10:** An employee will be notified of lay off at least thirty (30) calendar days in advance and will have fifteen (15) calendar days from date of notification to bump into another position.
- Section 11:** If any of the positions reopen or are reactivated within the individual's area of responsibility, or for which no significant training is required, employees on lay off shall be recalled in the reverse order in which they were laid off, i.e., highest seniority employees will be recalled first.
- Section 12:** An employee being recalled from lay off will be sent a notice of recall by certified mail Return Receipt Requested. If the employee fails to accept the recall in writing within ten (10) calendar days from the date of the receipt of notice of recall, he/she shall be considered a quit.

## Article 8 Performance Improvement, Discipline, Suspension and Discharge

### Section 1: A. Performance Improvement:

1. It is important to define the supervisor and employee's expectations and perceived deficiencies before considering formal discipline. Prior to any formal disciplinary procedure the supervisor and employee will have a face-to-face meeting for the purpose of defining perceived deficiencies. **The employee will be notified no less than twenty-four (24) hours in advance by the supervisor/human resources and provided with the topic of the meeting/discussion and note any disciplinary action, if applicable.** The meeting will include representation from human resources. The support staff member shall be entitled to Union representation as assigned by the Unit Chair. The outcome of this meeting must result in a detailed summary which outlines the issues and the means by which the employee may correct them. An original copy of the summary must be submitted to human resources for inclusion in the employee's personnel file. A copy will also be sent to the appropriate Division Vice President, supervisor, employee and the Unit Chair. It is the responsibility of the supervisor for follow up within thirty (30) calendar days. This may be extended up to ninety (90) days. The original of the follow up documentation will be placed in the employee's file. It is important to note that this meeting is not a disciplinary meeting, but is intended to be a performance improvement session.
  2. At the end of ninety (90) days, if the performance issues have not been resolved, the person responsible for support staff or the appropriate Vice President and Human Resources Director may review the initial plan and with input from the Unit Chair, may decide if a revised plan should be put in place. The revised plan may be in place for up to an additional ninety (90) days. If after review, a revised plan is not put into place, the employee may move to Step 1 in the discipline process.
- B. The employee can request a meeting with the Director of Human Resources to discuss a perceived conflict with the direct supervisor. The Director of Human Resources will follow up with the supervisor and the appropriate Dean within thirty (30) calendar days of the meeting to ensure the situation has been resolved. Human Resources will contact the employee following the meeting with the supervisor and the appropriate Dean within two (2) weeks.

Section 2: Disciplinary, Suspension, and Discharge. With the exception of misconduct, multiple problems or deficiencies, emergency situations or situations of a sensitive nature which may be cause for more serious or immediate disciplinary action or dismissal, a non-probationary employee whose employment is terminated will normally have been through the following steps

#### Step One

A discussion will be held in a private setting with the employee and his/her immediate supervisor. This discussion will be noted, in writing, in the employee's personnel file. The employee, at his/her option, may be accompanied by a representative of the Unit at such meeting.

#### Step Two

If there is little or no improvement after the discussion in Step One, a written reprimand shall be given. The reprimand will be completed by the person responsible for support staff personnel, or his/her designee, in the employee's presence. The employee may read and discuss the reprimand and may comment in writing.

#### Step Three

If there is no marked improvement after the written reprimand in Step Two, the employee may be suspended, without pay, for up to five (5) consecutive work days. A written record of the suspension shall be completed by the person responsible for support staff personnel, or his/her designee, and placed in the employee's personnel file.

#### Step Four

If problems persist, the employee will be eligible for termination. The reasons for termination will be given, in writing, as soon as practicable, and the employee will have a right to a hearing with the Vice President for Administration and Finance or his/her designee.

If there is a lapse of one (1) year or more between any of the steps, the last step taken will be repeated. If two (2) years have passed after any step, the procedure will begin again with Step One. If an employee has had multiple disciplinary occurrences of a similar nature through the term of their employment the course of action may begin at step 3.

The disciplinary record will be dated at each step and the employee will be provided a copy of the material placed in her/his personnel file.

Section 3: Should the disciplined, suspended or discharged employee consider the discipline, suspension or discharge to be improper, a grievance shall be submitted at the second or third step of grievance procedure as is appropriate.

### **Article 9 Seniority**

Section 1: Seniority for a Bargaining Unit member shall begin on the first day of employment in a permanent regular Bargaining Unit position.

Section 2: Seniority shall terminate when:

1. the employee resigns
2. the employee dies
3. the employee is discharged for cause
4. the employee fails to complete the probationary period

Section 3: An employee shall be considered probationary for the first ninety (90) calendar days of employment. Interruptions in employee's work schedule such as summer vacation, winter break, spring break or any unpaid leave of absence will not count towards probationary time.

Section 4: If employees haven't completed their probationary period prior to July 1, they will advance to the next step on the salary schedule on the first work day after such completion.

Section 5: A seniority list shall be provided through the College share drive and will be updated **by the tenth (10) of each month and posted on the M Drive of the KCC Share drive or another designated location.**

### **Article 10 Temporary Employees**

Section 1: A short-term vacancy caused by an employee being on vacation, sick leave, personal leave, jury duty, **job vacancy**, etc. may be filled by a temporary employee who may fill the temporary vacancy for the duration of the employee's absence.

Section 2: The College may hire a temporary employee for a special, short-term project and/or during the peak work periods. A temporary employee is not covered by the terms of this Agreement.

Section 3: In no case will a temporary employee be used to circumvent the hiring of a regular employee.

Section 4: A temporary employee may be hired for up to **six (6) months, to be extended upon mutual agreement.** The Unit Chair will be notified in writing (e-mail notification is acceptable) of the hiring of all temporary employees within ten (10) work days of the appointment, initial notification to include projected length of temporary appointment, except for individuals hired under Section 2 of this Article. **An updated temporary employee list shall be provided by the tenth (10) of each month and posted on the M Drive of the KCC Share drive or another designated location.**

### **Article 11 Termination of Employment**

Section 1: An employee terminating employment must give ten (10) working days advance written notice, excluding vacation, to the person responsible for support staff personnel.

Section 2: If an employee fails to provide notice, as stated in Section 1 above, he/she shall forfeit any and all vacation credit and other fringe benefits.

### **Article 12 Special Conference Committee**

Section 1: The main function of this Committee is to confer on matters pertaining to the employees as they relate to wages, hours and working conditions as outlined in this Agreement. Participants will include bargaining representatives from support staff and administration. These meetings will be scheduled for July, October, February and May.

Section 2: Each party will propose agenda items for the meeting(s) in writing to the Director of Human Resources by the last day of the month preceding the scheduled meeting. The parties will agree on the final agenda and share responsibilities for organizing material and resources. Adjustments to this schedule can be made by either party by submitting a request for adjustment and getting agreement from the other party before the last day of the month preceding the scheduled meeting.

After finalizing the agenda, the parties will also agree on invited participants for particular agenda items. Agenda items may include, but are not limited to, job

descriptions, explanation of insurance, evaluation process, status of open positions, hiring process, temporary employees, and performance improvement.

Following a yearly discussion at the October Special Conference Committee meeting, a committee may be appointed by the Unit Chair and the Administration to review and discuss the evaluation process/tools/instrument. The review committee will be facilitated by Human Resources and will consist of three (3) members appointed by the Unit and two (2) members appointed by the Administration. Recommendations will be reviewed by the Special Conference Committee and submitted to the Board with any final recommendation.

### **Article 13 Grievance Procedure**

- Section 1: A. A grievance is defined as an alleged violation of the terms of this Agreement with respect to wages, hours and working conditions.
- B. The term “day” when used in this Article shall mean “work day” unless specified otherwise.
- C. Copies of all grievance documents will be forwarded to Human Resources, by the supervisor/administrator involved in the grievance, for the College Grievance file. This file will be maintained as a file separate from employee files for the purposes of maintaining account records of ongoing personnel issues, periodic review for ensuring College-wide consistency and to ensure understanding of how individual grievances may impact other employees.

Section 2: The purpose of this procedure is to secure equitable solutions to grievances which may arise from time to time.

Section 3: A. Step 1: Informal

An employee or group of employees or the Unit hereinafter referred to as the “grievant,” who believes there is a basis for a grievance shall first discuss it with his/her immediate supervisor or the person responsible for support staff personnel within ten (10) days of the alleged violation with the objective of resolving the grievance informally. A decision by the involved administrator shall be rendered within five (5) days after the discussion.

B. Step 2: Written

1. If the grievant is not satisfied with the decision at Step 1, the grievant and Committee person or Steward, may file a written grievance with the person responsible for support staff personnel within eight (8) days of the receipt of the decision from Step 1. The grievance shall state the Article(s) and Section(s) of this Agreement believed violated and the specific relief requested.
2. Within five (5) days of the receipt of the written grievance, the person responsible for support staff personnel, or his/her designee, shall meet with the grievant, and Committee person or Steward, in an effort to resolve the grievance. A written decision shall be rendered within five (5) days after the meeting.

C. Step 3

1. If the Unit is not satisfied with the disposition of the grievance or if no written decision has been rendered within five (5) days of the meeting in Step 2, the Unit may forward the grievance to the President of the College. The grievance must be forwarded within ten (10) days of the Step 2 meeting and must include the written grievance with all materials submitted in the previous step of the grievance procedure.
2. The President, or his/her designee, shall meet with the Unit Chair within five (5) days after receipt of the written grievance. A decision shall be issued to the grievant within ten (10) days after the meeting.

D. Step 4

A meeting will be held with the President or his/her designee, the Bargaining Committee and the International Representative, to discuss the grievance(s).  
**Meeting to occur within thirty (30) days with a decision to be submitted within ten (10) days.**

E. Step 5

If the President's decision is not acceptable, the grievant and the Unit may request mediation, as provided by law, within thirty (30) calendar days after receipt of the decision.

F. Step 6

If the grievant and the Unit do not agree with the results of mediation they may appeal, through the President of the College, to the Board of Trustees within five (5) days of the final mediation session. The President shall send to the Board of Trustees and the Unit Chair copies of material submitted in the previous steps of the grievance procedure. The decision of the Board of Trustees shall be issued to the Unit within thirty (30) days of the receipt of the written request for decision.

G. Step 7

1. If the Unit is not satisfied with the Step 6 decision, it may request that the matter be submitted to arbitration. Said request shall be made within ten (10) days of receipt of the Step 6 decision and the Board must consent in order to submit the matter to arbitration.
2. The Board and the Unit shall select an arbitrator within seven (7) days after consent has been given. If the parties fail to agree on an arbitrator, then an arbitrator will be selected by the American Arbitration Unit in accordance with their rules and regulations.
3. The arbitrator shall conduct the arbitration in accordance with the rules and regulations of the American Arbitration Unit.
4. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.

5. Expenses for the arbitrator's services and the proceedings shall be borne by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses.

6. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

- Section 4:
- A. No reprisals of any kind shall be taken by either party, the Unit or the Administration, any member of the committee or any other participant in the grievance process against any participant in the grievance process.
  - B. A grievance may be withdrawn at any level without prejudice of record. In case of verbal withdrawal, written confirmation will be forwarded to the supervisor/ administrator at the level that the grievance is withdrawn.
  - C. A grievance meeting shall be allowed on College time without loss of pay.
  - D. The time limit of a grievance may be extended by written mutual agreement between the parties.

Section 5: Reinstatement of a Settled Grievance

- A. Where settled grievances are subject to appeal by the aggrieved employee(s) and in those appeal cases where the International Union, UAW, by either its Executive Board, Public Review Board or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Unit or a representative involved, the International Servicing Representative of the UAW may inform the Director of Human Resources in writing that it requests that the Board reinstate the grievance at the Step in the Grievance Procedure at which the original disposition on the grievance occurred. If the Board agrees to reinstate the grievance then the grievance shall be reinstated at that step.
- B. It is agreed, however, that the Board will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the provisions of the Labor Agreement, or applicable law, at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein.
- C. It is further agreed, that the reinstatement of any such grievance shall be conditioned upon prior agreement of the Unit and the employee or employees involved, that none of them will thereafter pursue such claims for damages against the Board or College in the Grievance Procedure or in any federal or state court or federal, state or municipal agency.
- D. Notwithstanding the foregoing, a decision of the impartial arbitrator on any grievance shall continue to be final and binding on the Unit and its members, the employee(s) involved, and the Board. Any grievance which has been submitted to the arbitration shall not be subject to reinstatement.

## Article 14 Leaves of Absence

**Note: Employees with five (5) days of medically related leave may qualify for Family Medical Leave Act (FMLA) protection. Information on the rights and responsibilities for this protection is located at: <http://www.dol.gov/wh/fmla/> . Employees should contact Human Resources with any questions regarding this protection.**

### Section 1: Sick Leave

- A. Each regular, full-time employee earns eight (8) hours sick leave allowance for each full month, or major portion thereof, he/she is actively performing his/her job responsibilities. Unused sick leave allowance shall accumulate to a maximum of one thousand five hundred and twenty (1,520) hours and be designated as "accumulated sick leave allowance."
- B. An employee who regularly works less than full time shall accumulate sick leave at the established rate, prorated according to the average number of hours or months worked. The maximum accumulation of hours will also be prorated.
- C. Sick leave shall be available for the following purposes:
  - 1. Personal illness or quarantine
  - 2. Serious illness or injury to spouse, child, or parent living in the same household.
  - 3. Up to forty (40) hours sick leave may be used annually for serious illness, **including the birth of grandchildren** or injury to a child or parent not living in the same household. The maximum limit is prorated if employee is less than full-time.
  - 4. Childbearing, with a physician's statement normally determining the period of the leave.
- D. Sick leave may be used in increments of fifteen (15) minutes, with a minimum of one (1) hour.
- E. An employee on sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.
  - 1. In the event that an employee has used all his/her accumulated sick leave and is unable to report for work, he/she may be placed on a leave of absence without pay under Section 2 if he/she submits a request in writing not later than five (5) work days after the accumulated sick leave has been exhausted.
  - 2. In the event that an employee will need to use all his/her accumulated leave and will be unable to report for work due to a catastrophic illness/injury, the employee may apply for leave donation from support staff employees providing the employee meets all of the following criteria:
    - a. **Duration of absence must be a minimum of ten (10) working days.**
    - b. **Absence must be FMLA certified, donated time cannot precede the FMLA certification. (Part-time employees who do not meet the FMLA minimum hours threshold may qualify by providing physician authorization of required leave.)**

- c. **Employee must use all their own sick and vacation leave first, before donations are applied to their account.**
  - d. **Donated time may be added to employees own sick and vacation leave for up to ninety (90) days, assuming all other criteria are met.**
3. If the employee meets the criteria listed above, he/she may make a formal written request to the Director, Human Resources who will verify the individual meets the above criteria.

If the employee submits a formal request and does not meet the criteria, the Director, Human Resources will notify the employee of the criteria they did not meet and also notify the Unit Chair of the request and the reason that the employee is not eligible to request leave donations.

The Unit Chair will make the request to Unit members for donated leave time with the following restrictions:

- a. **Leave time may be donated from either the member's sick or vacation leave.**
  - b. **Donating employee must have a minimum of two weeks leave remaining (combined sick and vacation) at the time they volunteer to the donation and at the time the donation is removed.**
- F. An employee who is laid off has available any unused accumulated sick leave previously earned effective at the time of recall.
- G. If an absence of three (3) or more days occurs that is chargeable to sick leave, the Board may ask for a physician's statement attesting to the illness. If the illness is of a serious or contagious nature, a certificate from the physician certifying recovery may be required prior to the employee's return to work.

The Unit Chair will make the request to Unit members for donated leave time with the following restrictions:

1. Leave time may be donated from either the member's sick or vacation leave.
2. Maximum donation that a full-time employee may receive is two hundred forty (240) hours. Maximum donation for less than full-time employees will not exceed the equivalent of one and one half (1½) months of their normal work hours.
3. For every donated hour that the requestor receives, they must be able to match the hour with time from their accumulated sick/vacation/floating holiday leave bank.
4. Under no circumstances will the donated time together with the requestor's accrued leave time exceed ninety (90) calendar days.
5. Donated leave time cannot be used prior to the date of the employee's request to Human Resources.

## Section 2: Leaves of Absence Without Pay

- A. The College Family and Medical Leave Policy, as adopted March 15, 1994, shall govern the granting of leaves covered under the Family and Medical Leave Act.
- B. For persons not qualifying under A. above, or in addition to the above referenced leaves, after two (2) years of service with the College, leaves of absences for reasonable periods not to exceed one (1) year shall be granted, without pay, for:
  - 1. Illness (mental or physical) which must be certified by an attending physician and the leave of absence must be recommended by him/her.
  - 2. Prolonged illness of the spouse, child, parent, grandparent, sibling, parent-in-law, or a relative living and making his/her home in the employee's household.
  - 3. Child rearing, provided that the College is provided with at least thirty (30) days prior written notice. Extenuating circumstances may allow a waiver of the two (2) years of service.
- C. After two (2) years of service with the Board, leaves of absence for reasonable periods not to exceed one (1) year may be granted, without pay, for prolonged illness of a person who is injured or ill who is living in the employee's household but is not a member of the employee's immediate family. The employee is expected to provide the Board with a complete explanation of need.
- D. After two (2) years of service with the Board, a general leave of absence, without pay, may be granted for a reasonable period not to exceed one (1) year. The employee is expected to provide the Board with a complete explanation of need.
- E. A request for an unpaid leave of absence shall be answered by the person responsible for support staff personnel in writing within seven (7) work days from the receipt of the request by the supervisor of the employee involved.
- F. A leave of absence without pay may be extended for a period not to exceed one (1) year by the Board for good cause.
- G. Upon returning from an approved leave of absence the following shall apply:
  - 1. The position of any employee who is on unpaid leave of absence shall, if requested in writing, be held open for a period not to exceed three (3) months if, in the judgment of his/her supervisor, the efficient operation of the department is not affected.
  - 2. When returning from an unpaid leave of absence, the employee shall be placed in his/her former position, if available, or transferred to a comparable position.
- H. An employee who is an officer of the State or National Union or its affiliates shall, upon proper application, be given leave of absence without pay for the purpose of performing duties of the Union.

### Section 3: Leaves of Absence with Pay—Not Chargeable to Sick Leave

#### A. Funeral Leave

1. In the event of the death of a spouse, child, step-child, child-in-law, parent, parent-in-law, grandchild, sibling, or sibling-in-law, the employee shall be granted three (3) days of leave, with pay, which shall not be charged to his/her sick leave. Additional leave may be granted in special cases, with pay, such as for travel time, subject to the approval of the Board.
2. In the event of the death of a grandparent, aunt, uncle, niece, or nephew, the employee shall be granted one (1) day of leave, with pay, which shall not be charged to his/her sick leave. Additional leave may be granted in special cases, with pay, such as for travel time, subject to the approval of the Board.
3. An employee who wishes to attend the funeral of a fellow worker or former employee, in the city, will be paid during the necessary time he/she is absent. The number of employees permitted to attend will be determined by the person responsible for support staff personnel.

B. Up to sixteen (16) hours may be used for absence necessitated by circumstances that are of a personal or emergency nature that cannot be attended to outside of the normal work day. Appropriate advanced written notification shall be provided to the employee's supervisor(s) and the person responsible for support staff personnel, unless the urgency of said leave makes the advanced written notification not feasible. In this event, the employee shall notify his/her immediate supervisor or the person responsible for support staff personnel by telephone. Upon returning to work the employee shall complete and forward to his/her immediate supervisor the written notification on the appropriate form. This leave may be taken in increments of fifteen (15) minutes, with a minimum of one (1) hour.

C. An employee shall be excused from work for jury service or if the member is subpoenaed as a witness by anyone empowered by law to compel attendance by subpoena. The employee shall notify Human Resources with a copy of the jury summons or subpoena as soon after receipt as possible, and a request for leave shall be made on the proper form. The employee will report for available work when released from jury service or witness service unless the number of hours which they spend on jury or witness duty during that day exceeds the number of hours normally worked by the employee during a day or would require them to work beyond their normal quitting time. Such employee shall be paid the difference between the employee's regular pay and the fee the member receives for acting as a juror or witness. Such leave shall not be deducted from any other leave provided in this Agreement.

D. Upon notification, sixteen (16) hours shall be made available for use by the Unit to attend to its business functions or those of its affiliates. It is understood that the Unit Chair or his/her designee are the only persons authorized to approve and notify the College of the use of this paid leave by other members.

E. Support staff unit members will be granted time off with pay during the work day to attend two (2) general membership meetings per year. Staff from the Regional Centers and the Regional Manufacturing Technology Center shall be allotted travel time based on distance from main campus. Meetings will be held in May

and November with specific dates and times to be determined in advance by the Support Staff Unit Board and subject to approval by the Human Resources Director and Administrator responsible for support staff personnel. Any votes or other activities that would require assembling the employees should be attached to/coordinated with these meetings whenever possible.

## Article 15 Vacation

Section 1: An employee shall earn annual vacation with pay according to the following schedule:

- A. An employee having less than five (5) years seniority shall be allowed vacation time accrued on the basis of **8.09** hours for each calendar month of employment.
- B. An employee having at least five (5) years but less than ten (10) years seniority shall be allowed vacation time accrued on the basis of **11.33** hours for each calendar month of employment.
- C. An employee having ten (10) years or more of seniority shall be allowed vacation time accrued on the basis of **14.83** hours for each calendar month of employment.
- D. No employee shall be eligible to use accrued vacation time prior to the completion of ninety (90) days of employment with the College.
- E. Vacation leave may be used in increments of fifteen (15) minutes, with a minimum of one (1) hour.

Section 2: Vacation days must be used prior to one and one-half (1 1/2) years after accrual.

Section 3: A. An employee who is normally employed less than twelve (12) months, or less than an eight (8) hour day, or less than a forty (40) hour week, shall be entitled to vacation time on a prorated basis annually in proportion to time worked and years of service.

**B. Up to sixteen (16) hours of vacation leave may be used for absence necessitated by circumstances that are of a personal or emergency nature that cannot be attended to outside of the normal work day. Advanced written notification shall be provided to the employee's supervisor(s), unless the urgency of said leave makes the advanced written notification not feasible. In this event, the employee shall notify his/her immediate supervisor by telephone. Upon returning to work the employee shall complete and forward to his/her immediate supervisor the written notification on the appropriate form. This leave may be taken in increments of fifteen (15) minutes, with a minimum of one (1) hour.**

Section 4: A. An employee requesting and entitled to two (2) or more weeks vacation may receive an advance approximately equal to his/her next regular check. A written request must be received in Human Resources by the Friday before the pay day preceding the vacation.

B. In case an employee resigns and gives ten (10) working days notice, he/she shall be given his/her unused vacation credit.

- C. An employee shall be paid his/her current salary while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

## **Article 16 General**

- Section 1: A. Each employee shall be evaluated by no later than June 30 of each year.
- B. The parties agree in principle to the concept of employee evaluation. The evaluation process may be reviewed and updated based on decision(s) by the Special Conference Committee (see Article 12, Section 2).
- C. The evaluation document shall be posted on the M Drive of the KCC Share drive or another designated location.**
- Section 2: Neither the employer nor the Unit shall discriminate against any person on the basis of race, sex, gender, marital status, creed, religion, color, national origin, veteran status, physical or mental disability, age, height, weight, or sexual orientation in violation of any applicable federal, state or local law or regulation. Discrimination on the basis of physical and mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability. Furthermore, neither the employer nor the Unit shall discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Unit.
- Section 3: Employees are encouraged to utilize direct deposit to institutions that are members of the clearinghouse used by the College. Paper paychecks are still available. Those employees who wish to utilize paper paychecks do so with the understanding that the College reserves the right to alter the delivery method of these paychecks at any time providing thirty (30) day notice to impacted employee (e.g. mailing to homes versus on-campus mailbox), that paychecks are not available for pick up early with the exception of circumstances cited in Article 15, Section 4 (advance vacation pay) and that in the case of unplanned closings, paychecks will not be made available until the College reopens.
- Section 4: An employee who is injured in the line of duty shall report the accident to the Institutional Facilities Office. Institutional Facilities will notify the insurance company that carries the Workers' Compensation Policy covering medical, hospital and surgical benefits as prescribed by law.
- Section 5: The Board will make available, through payroll deduction, tax deferred annuity programs.
- Section 6: The retirement age for all employees covered by this Agreement shall be determined by existing federal and/or state law.
- Section 7: Copies of this Agreement shall be presented to all employees now employed or hereafter employed by the Board. Every employee shall receive one (1) copy of this Agreement. Copies of this Agreement shall be printed at the expense of the Board.
- Section 8: If any provision of this Agreement or the application thereof to any employee or group of employees shall be found to be contrary to law, then such provision or application thereof shall be deemed not valid and existing except to the extent permitted by law.

All other provisions or applications thereof shall continue in full force and effect. At the request of either party, the Unit and the Board will meet and negotiate regarding replacement contract language.

## Article 17 Insurance

Section 1: The Board will provide a high-deductible health plan (HDHP) for each full-time support staff member and their spouse. Dependent children are covered through the end of the calendar year of their 19<sup>th</sup> birthday. The definition of dependent children can be obtained from the KCC Human Resources Department. It shall be the responsibility of the support staff member to comply with the enrollment dates established by the company and inform the Human Resources Department of any changes in the member's insurance status.

For full-time employees, the College will pay the annual premium in full and will contribute one-half (1/2) of the employee's annual deductible to the employee's health savings account. For employees over age sixty-five (65), they will receive one-half (1/2) of their annual deductible paid to him/her through payroll.

A copy of the plan design will be provided to each employee at the time of enrollment.

The medical coverage shall be substantially similar coverage to the current plan and shall be effective for the life of this Agreement or through the last day of active employment. The intent is that overall employee benefits provided in the plan when viewed as a whole should be reasonably equivalent to the existing plan.

Full-time support staff employees not electing health insurance coverage through the College will receive a "cash-in-lieu" payment of five thousand, three hundred seven dollars (**\$5,307**) in 2012 to be paid in two equal installments in February and August. **Subsequent years will be determined by increasing the amount by 1.5% in 2012-2013, and 1.5% in 2013-2014. Each year "cash-in-lieu" will be paid in two (2) equal installments in February and August.**

Once a change has been submitted and the open enrollment period has ended it cannot be revoked until the next open enrollment change period with the exception of a major life-changing event as defined by the IRS.

Section 2: The Board will provide a dental plan for each full-time member, their spouse, and dependent children who are defined in Section 1. The plan will provide up to one thousand one hundred dollars (\$1,100) coverage per calendar year per covered individual and a one-time one thousand five hundred dollars (\$1,500) orthodontic rider for dependents under age nineteen (19).

Section 3: The Board will provide each full-time member, their spouse, and dependent children who are defined in Section 1, with vision insurance with a three hundred fifty-five dollars (\$355.00) benefit per family member per calendar year.

Section 4: For those support staff employees who were employed in a support staff position as of January 1, 2006, the College will provide one family continuation rider per employee per year, if needed. A family continuation rider is needed to continue all coverage listed above for dependents between December 31 of the year that they become nineteen (19) years of age and December 31 of the year that they become

twenty-five (25) years of age. Additional family riders can be purchased by the employee.

- Section 5: A group life insurance policy shall be furnished each full-time support staff member with a face value equal to one times the support staff member's annual base salary rounded to the next highest one hundred dollars (\$100) (unless already a multiple of one hundred dollars (\$100)). Such policy shall provide double the above-recited benefits in case of accidental death and triple the benefits in case of death resulting from an injury incurred while a passenger on a commercial carrier.
- Section 6: The Board will provide a Long-Term Disability Plan for full-time support staff members to include:
- A. Sixty percent (60%) of monthly earnings to a maximum of four thousand dollars (\$4,000) per month.
  - B. Ninety (90) day waiting period for payment benefits to begin.
  - C. Coverage not to extend beyond age sixty-five (65).
- Section 7: All coverage's selected by the employee shall be effective for the entire contract year and shall continue from year to year unless withdrawn, in writing, by the employee.
- Section 8: A. An employee hired on or after July 1, 1987, for a position requiring less than the normal full-time work year of two thousand eighty (2080) hours shall be given the option of receiving insurance coverage for hospital/medical insurance, dental insurance, term life insurance, long term disability insurance and vision insurance on a "shared-cost" basis.
- B. The employee may select one or more of the coverage's and pay the proportional share as calculated by the employee's regular employment as measured against the normal full-time work year of two thousand eighty (2080) hours.
- Section 9: An employee hired on or after January 1, 1989, for a position requiring less than five hundred twenty (520) hours of the full-time work year shall not be eligible for insurance paid for by the College. An employee working less than seven hundred eighty (780) hours is not eligible for Life or Long-term disability-
- Section 10: The Board will provide a Medical Expense Reimbursement Account and Dependent Child Care Account through Section 125 of the Internal Revenue Code as permitted by law.

## **Article 18 Tuition**

- Section 1: An employee, his/her spouse, and any unmarried dependent child living at the employee's home [up to the end of the calendar year in which the dependent child reaches the age of twenty-five (25)] shall be eligible for tuition-free enrollment in any Kellogg Community College sponsored class. In the case of an employee's death while employed at Kellogg Community College, these benefits will extend as long as the dependent meets the eligibility requirements.

Eligibility for KCC tuition-free benefits shall be based upon the following employment percentage:

Full-time employee	100%	Full benefits
Part-time employee	25% to 99%	Full benefits
Part-time employee Less than	25%	No benefits

Section 2: An employee may enroll in three (3) off-campus courses for up to a maximum of nine (9) credit hours per contract year in order to enhance or improve his/her job skills, or as a requirement of a degree program, subject to the prior written approval of his/her supervisor(s) and the person responsible for support staff personnel. **For credits completed from other institutions of higher education, payment for tuition and universally applied fees shall be capped at the average of tuition and universally applied fees for the appropriate degree level. The six (6) institutions to be averaged shall be the following: University of Michigan, Michigan State University, Western Michigan University, Central Michigan University, Grand Valley State University, and Ferris State University.**

Upon submission of written documentation from the academic institution of having satisfactorily completed the course, the employee shall be reimbursed the actual costs of tuition and required fees, plus a stipend of not more than three hundred dollars (\$300) for books. The reimbursement amount is prorated for employees whose work schedule is less than full-time. This Section shall not be subject to the grievance procedure.

## Article 19 Compensation

- Section 1:
- A. The normal working hours per week for a full-time employee consists of five (5) days, eight (8) consecutive hours per day or forty (40) hours per week. A part-time employee shall work according to the schedule assigned.
  - B. No employee shall be required to take time off in lieu of overtime.
  - C. Upon recommendation of the supervisor, overtime pay will be allowed if approved by the person responsible for support staff personnel. Such recommendation is to be given in writing in advance of the overtime to be worked, if possible.
  - D. When an employee is called in to work overtime, he/she is guaranteed two (2) hours pay at one and one-half (1 1/2) times the employee's normal rate of pay.
  - E. When an employee is requested to work on a day other than a normal work day, he/she is guaranteed a minimum of three (3) hours pay at the established overtime rate.
  - F. All work performed on a Sunday shall be paid at twice (2 times) the employee's regular rate of pay. All work performed on a day other than a day included in an employee's regular work week, except Sundays, shall be paid for at one and one-half (1 1/2) times the employee's regular rate of pay.
- Section 2:
- A. When a holiday is observed by the Board during an employee's scheduled vacation, the holiday will not be considered as a vacation day.
  - B. When a holiday is observed by the Board while an employee is on allowable paid leave, the holiday will not be charged against the employee's sick leave.

- C. An employee whose work schedule includes any or all of the following days shall receive a holiday with regular pay for the contract year.

**2011-2012**

Independence Day	<b>July 4, 2011</b>
Labor Day	<b>September 5, 2011</b>
Thanksgiving Day	<b>November 24, 2011</b>
Day after Thanksgiving	<b>November 25, 2011</b>
Winter Break	<b>December 26, 2011</b>
Winter Break	<b>December 27, 2011</b>
Winter Break	<b>December 30, 2011</b>
Winter Break	<b>January 2, 2012</b>
Martin Luther King Day	<b>January 16, 2012</b>
April Break	<b>April 6, 2012</b>
Memorial Day	<b>May 28, 2012</b>

**2012-2013**

Independence Day	<b>July 4, 2012</b>
Labor Day	<b>September 3, 2012</b>
Thanksgiving Day	<b>November 22, 2012</b>
Day after Thanksgiving	<b>November 23, 2012</b>
Winter Break	<b>December 24, 2012</b>
Winter Break	<b>December 25, 2012</b>
Winter Break	<b>December 31, 2012</b>
Winter Break	<b>January 1, 2013</b>
Martin Luther King Day	<b>January 21, 2013</b>
<b>March</b> Break	<b>March 29, 2013</b>
Memorial Day	<b>May 27, 2013</b>

**2013-2014**

Independence Day	<b>July 4, 2013</b>
Labor Day	<b>September 2, 2013</b>
Thanksgiving Day	<b>November 28, 2013</b>
Day after Thanksgiving	<b>November 29, 2013</b>
Winter Break	<b>December 24, 2013</b>
Winter Break	<b>December 25, 2013</b>
Winter Break	<b>December 31, 2013</b>
Winter Break	<b>January 1, 2014</b>
Martin Luther King Day	<b>January 20, 2014</b>
April Break	<b>April 18, 2014</b>
Memorial Day	<b>May 26, 2014</b>

\*Each support staff employee who regularly works eight (8) hours on a national election day will receive up to two (2) hours leave on that day to allow them to vote. The specific time will be coordinated with their supervisor to ensure department coverage.

- D. All time worked on holidays as listed in the College calendar shall be paid at the rate of time and one-half (1 1/2) in addition to the holiday pay.

- E. All holidays are to be considered as a day worked. In the event school is in session on any of the listed holidays, another day will be substituted in its place by a vote of the membership of the Unit.
- F. In addition, each employee shall be allowed one (1) holiday each year, to fall between July 1 and June 30, to be scheduled at his/her discretion with at least a twenty-four (24) hours notice to the immediate supervisor and Human Resources.

Section 3: Classifications

A. Office and Clerical

An individual employed in this classification performs the normal office and clerical functions in support of the broad range of College operations. The employee is assigned to one (1) of the three (3) sub-classifications of this employee classification. (PT designates part-time position)

1. Classification I

Clerk, Bookstore - PT

2. Classification II

Clerk, Bookstore  
 Clerk, Equipment Resource Center  
 Clerk, Institutional Facilities  
 Clerk, Registration and Records (2)  
 Clerk, Registration and Records Clerk, Evening  
 Clerk, RMTTC Evening - PT  
 Secretary, Academic Advising  
 Secretary, Admissions  
 Secretary, Allied Health/Dental Clinic  
 Secretary, Allied Health/Nursing  
 Secretary, Arts and Communication (2) – 1 PT  
 Secretary, Secretary, Athletics and Physical Education – PT  
 Secretary, Business Department - PT  
 Secretary, Career and Educational Services  
 Secretary, College Life  
 Secretary, Criminal Justice  
 Secretary, Early Childhood Education - PT  
 Secretary, Eastern Academic Center (3) - 2 PT  
 Secretary, Emergency Medical Services Education  
 Secretary, Fehsenfeld Center (2) - PT  
 Secretary, Grahl Center (3) - PT  
 Secretary, Human Resources (2) – 1 PT  
 Secretary, Information Technology  
 Secretary, Learning Resource Center - Library Services – PT  
 Secretary, Lifelong Learning  
 Secretary, Math and Science  
 Secretary, Public Information and Marketing  
 Secretary, Selective Admissions  
 Secretary, Social Science – PT  
 Secretary, Support Services  
 Secretary, Testing and Assessment Center (2) – 1 PT  
 Secretary, The Learning Place

3. Classification III

Attendant, Resource Center  
Clerk, Accounting  
Secretary, Academic Deans  
Secretary, Enrollment Services  
Secretary, Financial Aid

B. Paraprofessional

An individual employed in this capacity is assigned responsibilities in direct support of instruction and the instructional process. General areas of assignment are: lab assistant in science, industrial, computer or technical lab; instructional support personnel and/or lab assistant in the general educational support lab for mathematics, English, reading, writing or other instructional lab.

Paraprofessional, Chemical Sciences - PT  
Paraprofessional, Davidson Building - PT  
Paraprofessional, Math and Science, FC – PT  
Paraprofessional, RMTC  
Paraprofessional, Support Services  
The Learning Place (8) – PT

C. Technical

An individual employed in this classification is assigned to an area where highly developed but focused skills are required. The employee works with technical and specialized equipment and develops skill in its operation. The skill level is focused well beyond the normal and customary knowledge of others in different classifications.

Attendant, Resource Center  
Help Desk Analyst  
Learning Systems Analyst  
Technician, Computer Lab - (2) – PT  
Technician, Computer Lab Battle Creek  
Technician, Financial Aid  
Technician, Information Services (2)  
Technician, Library Access Services  
Technician, Library Technical Services  
Technician, Records Coordinator Upward Bound  
Technician, Records and Registration  
Technician, Support Services  
Technician, Scholarships

D. Staff Assistant

An individual employed in this classification is assigned to an area where the employee directly supports a management or operational function of the College. The employee functions with an independence of operations and may perform tasks which require the conception of a process or procedure with subsequent advancement toward development, implementation, follow-up and evaluation.

Staff Assistant, Accounts Payable  
 Staff Assistant, Computer Lab Grahl  
 Staff Assistant, Dean of Enrollment Management/Registrar  
 Staff Assistant, Human Resources  
 Staff Assistant, Institutional Facilities  
 Staff Assistant, Publications  
 Staff Assistant, RMTC  
 Staff Assistant, Student Accounts

Section 4: A. **Compensation schedule for 2011-2012 is presented below.**

All employees on salary steps below the maximum on the **2010-2011 scale** shall advance one (1) step. Based on that step movement, employees will be placed on the **Compensation schedule for 2011-2012 presented below.**

**To determine the appropriate placement of an employee on the salary schedule for 2011-2012, take the 2010-2011 salary schedule placement of an employee who is below the maximum and advance them one step on the 2010-2011 salary schedule. Then place the employee on the corresponding 2011-2012 step below.**

<u>2010-11 Step</u>	<u>2011-12 Step</u>
1→	1
2→	1
3→	2
4→	2
5→	3
6→	3
7→	4
8→	4
9→	5
10→	6

All step movement and hourly rates will be made **effective July 1, 2011**, for all hours worked for those employees who are active on the date of the contract ratification.

For **2012-2013 and 2013-2014**, all economic items in Article 19 – Compensation, shall be increased by **1.5%** over the **previous year** amounts **effective July 1, 2012 and July 1, 2013 respectively**. All employees on salary steps below the maximum shall advance one (1) step. **If the College’s State Appropriations is equal to or more than 2010-2011 base state appropriation (\$9,311,800) all economic items shall be increased by an additional 0.5%.**

- B. An additional fifty dollar (\$50) annual stipend will be paid to the Staff Assistant, Institutional Facilities.
- C. When an employee voluntarily bids on and accepts a position in a different classification, the employee shall be placed on the same salary schedule step within the new classification.
- D. A new hire will be placed at an appropriate step based on experience and/or education as determined by the Administration.

**Support Staff Salary Scale**  
**2011-2012**

<b>2011-2012 Support Staff Salary Schedule</b>						
<b>Step</b>	<b>O&amp;C, I</b>	<b>O&amp;C, II</b>	<b>O&amp;C, III</b>	<b>Parapro</b>	<b>Tech</b>	<b>Staff Assistant</b>
<b>1 (1 &amp; 2)*</b>	<b>13.77</b>	<b>14.34</b>	<b>15.79</b>	<b>15.79</b>	<b>16.45</b>	<b>17.06</b>
<b>2 (3 &amp; 4)*</b>	<b>14.61</b>	<b>15.19</b>	<b>16.65</b>	<b>16.65</b>	<b>17.32</b>	<b>17.93</b>
<b>3 (5 &amp; 6)*</b>	<b>15.45</b>	<b>16.04</b>	<b>17.51</b>	<b>17.51</b>	<b>18.18</b>	<b>18.80</b>
<b>4 (7 &amp; 8)*</b>	<b>16.29</b>	<b>16.89</b>	<b>18.37</b>	<b>18.37</b>	<b>19.05</b>	<b>19.67</b>
<b>5 (9)*</b>	<b>17.13</b>	<b>17.74</b>	<b>19.23</b>	<b>19.23</b>	<b>19.91</b>	<b>20.54</b>
<b>6 (10)*</b>	<b>17.96</b>	<b>18.59</b>	<b>20.09</b>	<b>20.09</b>	<b>20.78</b>	<b>21.41</b>

\*Numbers in parenthesis equal step from 2010-2011 scale after movement for 2011-2012.  
*Exp.* 2010-2011 step 6 moves to step 7 then is placed on the new scale at step 4.

**Support Staff Salary Scale**  
**2012-2013**

<b>2012-2013 Support Staff Salary Schedule</b>						
<b>Step</b>	<b>O&amp;C, I</b>	<b>O&amp;C, II</b>	<b>O&amp;C, III</b>	<b>Parapro</b>	<b>Tech</b>	<b>Staff Assistant</b>
<b>1</b>	<b>13.98</b>	<b>14.56</b>	<b>16.03</b>	<b>16.03</b>	<b>16.70</b>	<b>17.32</b>
<b>2</b>	<b>14.83</b>	<b>15.42</b>	<b>16.90</b>	<b>16.90</b>	<b>17.58</b>	<b>18.20</b>
<b>3</b>	<b>15.68</b>	<b>16.28</b>	<b>17.77</b>	<b>17.77</b>	<b>18.45</b>	<b>19.08</b>
<b>4</b>	<b>16.53</b>	<b>17.15</b>	<b>18.64</b>	<b>18.64</b>	<b>19.33</b>	<b>19.97</b>
<b>5</b>	<b>17.38</b>	<b>18.01</b>	<b>19.52</b>	<b>19.52</b>	<b>20.21</b>	<b>20.85</b>
<b>6</b>	<b>18.23</b>	<b>18.87</b>	<b>20.39</b>	<b>20.39</b>	<b>21.09</b>	<b>21.73</b>

**Support Staff Salary Scale**  
**2013-2014**

<b>2013-2014 Support Staff Salary Schedule</b>						
<b>Step</b>	<b>O&amp;C, I</b>	<b>O&amp;C, II</b>	<b>O&amp;C, III</b>	<b>Parapro</b>	<b>Tech</b>	<b>Staff Assistant</b>
<b>1</b>	<b>14.19</b>	<b>14.78</b>	<b>16.27</b>	<b>16.27</b>	<b>16.95</b>	<b>17.58</b>
<b>2</b>	<b>15.05</b>	<b>15.65</b>	<b>17.16</b>	<b>17.16</b>	<b>17.84</b>	<b>18.47</b>
<b>3</b>	<b>15.92</b>	<b>16.53</b>	<b>18.04</b>	<b>18.04</b>	<b>18.73</b>	<b>19.37</b>
<b>4</b>	<b>16.78</b>	<b>17.40</b>	<b>18.92</b>	<b>18.92</b>	<b>19.62</b>	<b>20.27</b>
<b>5</b>	<b>17.64</b>	<b>18.28</b>	<b>19.81</b>	<b>19.81</b>	<b>20.51</b>	<b>21.16</b>
<b>6</b>	<b>18.51</b>	<b>19.15</b>	<b>20.69</b>	<b>20.69</b>	<b>21.40</b>	<b>22.06</b>

Section 5: A. The Board recognizes long and faithful full-time service and the value of skill, knowledge and judgment gained through the years of service. Each full-time employee will be awarded compensation in addition to their basic salary for completion of the years of service during the contract year as specified in the

following schedule. Longevity compensation for employees who work less than full-time is prorated.

<b>2011-2012</b>	<b>10th through 19th year</b>	<b>1,632</b>
	<b>20th year and over</b>	<b>2,062</b>
<b>2012-2013</b>	<b>Increase 1.5%</b>	
<b>2013-2014</b>	<b>Increase 1.5%</b>	

- B. An employee receiving longevity payments will have the longevity payment paid in a lump sum on the first pay date in December of each year.

Section 6: Reclassification

**Compensation Study results will be dealt with through reclassification process as indicated by study results.**

- A. If an employee believes the demands and responsibilities of his/her position should be considered for reclassification, the employee shall request the reevaluation in writing, submitted to their immediate supervisor with a copy forwarded to the Director, Human Resources and Unit Chair.

An employee within one (1) of the classifications may be considered for movement to a higher classification based upon the following conditions:

- 1. A substantive expansion of the responsibilities of the position held

OR

- 2. Evidence of individual professional development as established through continuing their education to complete a bachelor's degree related to their area of responsibility.

- B. The written request shall include:
  - 1. The current classification and rate of pay, and
  - 2. The desired classification and rate of pay, and
  - 3. The change in duties and responsibilities that are the basis for the requested change.
- C. The request will be submitted to the employee's immediate supervisor(s) for comments and approval.
- D. Approval or disapproval will be given by supervisor(s) in writing within ten (10) working days.

Upon approval/disapproval the supervisor will forward the request with all documentation, including supervisor's recommendation rationale, to the respective Vice President and the Director of Human Resources, the employee and the Unit Chair within ten (10) working days of original approval or disapproval.

- E. Human Resources will complete a position analysis and convene a meeting with the Vice Presidents and the Special Conference Committee within thirty (30) working days of receipt from the supervisor. Vice Presidents will review and forward written approval/disapproval to the employee within thirty (30) working days of that meeting with a copy forwarded to the Unit Chair and Human Resources.
- F. The Special Conference Committee will review all requests approved in the previous quarter and finalize compensation and date for reclassification.
- G. Final Reclassification decisions are the responsibility of the Administration and the Board.

Section 7: Subject to the provision of Section 1 of this Article, support staff employees shall be given the option of selecting overtime hours as paid time or as compensatory time (comp time) as follows:

- 1. All comp time must be taken within six (6) months or by the end of the fiscal year, whichever comes first. Comp time not taken will be paid in cash.
- 2. All comp time must be approved, in advance, by the employee's supervisor.
- 3. All overtime hours worked and requested as comp time must be submitted on an overtime form to Human Resources.
- 4. The maximum number of hours that may be accumulated as comp time shall be two hundred forty (240).
- 5. Any compensatory time for a full time employee will be paid at the rate of one and one half (1 ½) times the employee's hourly rate. Compensatory time for a part time employee will be paid straight time for (1 for 1) for any hours less than forty (40) hours in a given work week. Once a part time employee exceeds the forty (40) hours, they will qualify for time and one half (1 ½).

Section 8: "Flex time" may be defined as a program in which an employee, in cooperation with and with the approval of the immediate supervisor(s), has a measure of choice in determining the schedule of the daily working hours.

Participants in the flex time program shall abide by the following program requirements:

- 1. An employee wishing to participate in the flex time program must notify their immediate supervisor(s) in writing of his/her intent. Once the flex time is approved by the supervisor the approved schedule will be delivered to Human Resources by the support staff employee for a brief orientation prior to the start of the flex time. Off campus requests will be processed by telephone with Human Resources prior to the start of flex time.
- 2. A mutually acceptable work schedule must be agreed to by the employee and the immediate supervisor(s).
- 3. All regular, full-time employees working a standard work day and participating in the flex time program will work a core period beginning at 9:00 a.m. and ending at 3:00 p.m., Monday through Friday. All regular, full-time employees working a non-standard work day will be responsible for a

core period consisting of six (6) consecutive hours of employment depending on their work day.

Those regular employees working less than a normal work day shall maintain a core period prorated according to their work day.

4. All employees participating in the flex time program must take a lunch period if one is currently part of their normal work day. The lunch period shall not be less than thirty (30) minutes nor greater than sixty (60) minutes in length.
5. The minimum work day for any employee participating in the flex time program will be the designated core hours. The maximum work day for any employee participating in the flex time program will be no more than twelve (12) hours.
6. An individual participating in the flex time program must submit a summary of their weekly work schedule to Human Resources at the completion of each week.
7. Participation in the flex time program requires the mutual agreement of the individual employee and the immediate supervisor(s). No one shall be required to participate in the flex time program. It is understood that the flex time program shall not diminish the employee's obligation to meet all job responsibilities.

The responsibilities of each employee's job are paramount and all participants will continue to be held responsible for ensuring that participation in the flex time program in no way diminishes the obligation to meet these responsibilities. If job performance, timeliness, or safety are degraded as a result of participation in the flex time program, such participation may be immediately terminated by the supervisor(s).

## **Article 20 Rates for New Positions**

Section 1: When a new position is created in the Bargaining Unit and cannot be properly placed in an existing classification, the Board shall notify the Unit prior to establishing a classification and rate structure. In the event the Unit does not agree that the rate and classification are proper, the issue shall be subject to negotiations by the Board and the Unit.

Section 2: A committee consisting of the person responsible for support staff personnel and two (2) members of the Unit shall meet and discuss salary considerations for all vacated and newly created positions within the Unit.

Such discussions shall be limited to the following:

1. Decision to replace the vacated position
2. Review of job description
3. Review of posting notice
4. Classification placement

5. Salary placement within the classification

The purpose of this meeting is informational and nothing in this Article reduces the management rights of the Board.

This Section shall not be subject to the grievance procedure.

Section 3: The College will contract a third party to study Support Staff classifications and Salary Schedule. The work will be completed by September 30, 2010. The Special Conference Study Committee will be engaged with Administration to select a committee to scope and plan this work including development of job descriptions and other aspects of this work. Completed job descriptions will be placed on file in the Human Resources office.

The scope of the study will include definition of:

1. Education or other organizations in the comparative pool
2. The geographic market to be considered
3. Internal and external calibration groups

The intent of the College is to provide Kellogg Community College Support Staff Bargaining Committee with a complete copy of the report provided by the study group including any additional data or information used in the study, with an opportunity to ask questions and receive an explanation from the group at the end of the study. Any exception to releasing information will be discussed with the Special Conference Committee.

Following explanation of the completed study the bargaining teams will meet to review the study to discuss impact and implementation.

This Section shall not be subject to the grievance procedure.

## **Article 21 Payments at Retirement**

An employee desiring to take advantage of these payments at retirement must submit a letter of resignation to the Vice President for Administration and Finance six (6) months prior to his/her retirement date.

Section 1: If an employee with ten (10) years of service with the College begins drawing retirement benefits under the provisions of the Michigan Public Schools Employee Retirement System (MPERS) within thirty (30) calendar days of retirement, he/she shall be paid for his/her unused sick leave. For employees hired prior to December 1, 2009 the maximum is eight hundred (800) hours. For employees hired December 1, 2009 and after, the maximum is five hundred (500) hours. Part-time employees shall have the benefit reduced according to their percent of full-time employment.

Section 2: The following retirement incentive program shall be available:

- A. An employee submitting a timely letter of resignation shall be eligible to receive the appropriate benefit in B. below if he/she will be receiving retirement benefits from the MPERS within thirty (30) calendar days of the effective date of the

resignation. The benefits are based upon the number of years of consecutive credited service.

B. The College will pay an eligible employee on the basis of the following schedule:

At least fifteen (15) but less than eighteen (18) years	\$1,650
At least eighteen (18) but less than twenty-one (21) years	\$3,300
At least twenty-one (21) but less than twenty-three (23) years	\$4,950
At least twenty-three (23) but less than twenty-five (25) years	\$6,600
At least twenty-five (25) years	\$8,250

Section 3: Payments for the above benefits will be made according to the KCC 403(b) plan agreed to by the parties. The employee shall choose from a list of approved 403(b) vendors and the College will make payment directly to the elected vendor. Payment will be made within thirty (30) calendar days of the employee's retirement date. FICA, Medicare and other taxes will not be deducted from this payment.

It is the employee's responsibility to establish their account prior to their retirement. The employee will be responsible for any tax liability (federal, state and local) at the time they make their withdrawals from this account.

Section 4: In the event of the death of the employee prior to the above payment, the payment shall be remitted to the employee's beneficiary on record as of the date of retirement. In the event that no beneficiary is on record, the payment shall be made to the estate of the employee. Said payment to the beneficiary or estate shall be made according to the above schedule.

## **Article 22 Duration and Modification**


Section 1: This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, **2014**.


Section 2: If neither party to this Agreement shall give notice of amendment as provided in this Agreement, it shall remain in effect from year to year, thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.


Section 3: This Agreement may not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties. Any modification shall become and be a part of this Agreement.

Section 4: If either party desires to modify this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment setting forth the nature of the amendments desired. If notice of amendment to this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on thirty (30) days written notice of termination.

BOARD OF TRUSTEES, KELLOGG COMMUNITY COLLEGE

  
Dr. Dennis Bona  
President

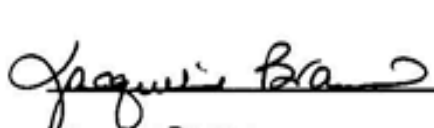
  
Mark O'Connell  
Vice President for Administration and Finance

  
Dr. Kay Keck  
Vice President for Student Services


  
Ali Robertson  
Director, Human Resources

  
Jan Karazim  
Dean, Career and Occupational Education

KELLOGG COMMUNITY COLLEGE SUPPORT STAFF UNION, UAW LOCAL 1294, UNIT 25

  
Jacqueline Braman  
Unit Chair

  
Brian Fredline  
UAW Representative

  
Norwood Jewell  
Director, Region 1-C UAW

  
Dennis Easler  
Bargaining Committee

  
Jean Rice  
Bargaining Committee

## Appendix A KCC Academic Calendar

### 2011-2012 ACADEMIC YEAR

#### **Fall 2011 Semester**

August 23, 24, 25, 26,  
August 29, 30, 31  
September 1  
September 5  
November 24-25

December 19  
December 20  
December 21

Administration Interaction days  
Faculty Preparation days  
Classes start  
Labor Day holiday  
Thanksgiving Break begins @ 5:00 p.m. on Nov. 23;  
no evening classes  
Classes end  
Grading day  
Grades due @ 12:00 p.m.

#### **Spring 2012 Semester**

January 5, 6, 9  
January 10, 11, 12, 13  
January 16  
January 17  
April 2-6  
May 7  
May 8, 9  
May 9  
May 10

Administration Interaction days  
Faculty Preparation days  
Martin Luther King Day  
Classes start  
Spring Break (April 6 - Good Friday)  
Classes end  
Grading days  
Grades due @ 3:00 p.m.  
Commencement

#### **Summer 2012 Semester**

May 14  
May 28  
July 4  
August 10  
August 13

Classes start  
Memorial Day  
Independence Day  
Classes end  
Grades due @ 3:00 p.m.

### 2012-2013 ACADEMIC YEAR

#### **Fall 2012 Semester**

August 21, 22, 23, 24,  
August 27, 28, 29  
August 30  
September 3  
November 22-24

December 17  
December 18, 19  
December 19

Administration Interaction days  
Faculty Preparation days  
Classes start  
Labor Day  
Thanksgiving Break begins @ 5:00 p.m. on Nov. 21;  
no evening classes  
Classes end  
Grading day  
Grades due @ 12:00 p.m.

**Spring 2013 Semester**

January 9, 10, 11	Administration Interaction days
January 14, 15, 16, 17	Faculty Preparation days
January 18	Classes start
January 21	Martin Luther King Day
March 29	Good Friday
April 1-6	Spring Break
May 13	Classes end
May 14, 15	Grading days
May 15	Grades due @ 3:00 p.m.
May 16	Commencement

**Summer 2013 Semester**

May 20	Classes start
May 27	Memorial Day
July 4	Independence Day
August 15	Classes end
August 16	Grades due @ 3:00 p.m.

**2013-2014 ACADEMIC YEAR**

**Fall 2013 Semester**

August 20, 21, 22, 23	Administration Interaction days
August 26, 27, 28	Faculty Preparation days
August 29	Classes start
September 2	Labor Day
November 28-30	Thanksgiving Break begins @ 5:00 p.m. on Nov. 27; no evening classes
December 16	Classes end
December 17, 18	Grading day
December 18	Grades due @ 12:00 p.m.

**Spring 2014 Semester**

January 8, 9, 10	Administration Interaction days
January 13, 14, 15, 16	Faculty Preparation days
January 17	Classes start
January 20	Martin Luther King Day
April 7-12	Spring Break
April 18	Good Friday
May 12	Classes end
May 13, 14	Grading days
May 14	Grades due @ 3:00 p.m.
May 15	Commencement

**Summer 2014 Semester**

May 19	Classes start
May 26	Memorial Day
July 4	Independence Day
August 11	Classes end
August 12	Grades due @ 3:00 p.m.

## **Appendix B Payroll Dates**

### 2011-2012 Payroll Dates Twenty-seven (27) Payrolls

<b>July 1, 2011</b>	<b>January 13, 2012</b>
<b>July 15, 2011</b>	<b>January 27, 2012</b>
<b>July 29, 2011</b>	<b>February 10, 2012</b>
<b>August 12, 2011</b>	<b>February 24, 2012</b>
<b>August 26, 2011</b>	<b>March 9, 2012</b>
<b>September 9, 2011</b>	<b>March 23, 2012</b>
<b>September 23, 2011</b>	<b>April 6, 2012</b>
<b>October 7, 2011</b>	<b>April 20, 2012</b>
<b>October 21, 2011</b>	<b>May 4, 2012</b>
<b>November 4, 2011</b>	<b>May 18, 2012</b>
<b>November 18, 2011</b>	<b>June 1, 2012</b>
<b>December 2, 2011</b>	<b>June 15, 2012</b>
<b>December 16, 2011</b>	<b>June 29, 2012</b>
<b>December 30, 2011</b>	

### 2012-2013 Payroll Dates Twenty-six (26) Payrolls

<b>July 13, 2012</b>	<b>January 11, 2013</b>
<b>July 27, 2012</b>	<b>January 25, 2013</b>
<b>August 10, 2012</b>	<b>February 8, 2013</b>
<b>August 24, 2012</b>	<b>February 22, 2013</b>
<b>September 7, 2012</b>	<b>March 8, 2013</b>
<b>September 21, 2012</b>	<b>March 22, 2013</b>
<b>October 5, 2012</b>	<b>April 5, 2013</b>
<b>October 19, 2012</b>	<b>April 19, 2013</b>
<b>November 2, 2012</b>	<b>May 3, 2013</b>
<b>November 16, 2012</b>	<b>May 17, 2013</b>
<b>November 30, 2012</b>	<b>May 31, 2013</b>
<b>December 14, 2012</b>	<b>June 14, 2013</b>
<b>December 28, 2012</b>	<b>June 28, 2013</b>

### 2013-2014 Payroll Dates Twenty-six (26) Payrolls

<b>July 12, 2013</b>	<b>January 10, 2014</b>
<b>July 26, 2013</b>	<b>January 24, 2014</b>
<b>August 9, 2013</b>	<b>February 7, 2014</b>
<b>August 23, 2013</b>	<b>February 21, 2014</b>
<b>September 6, 2013</b>	<b>March 7, 2014</b>
<b>September 20, 2013</b>	<b>March 21, 2014</b>
<b>October 4, 2013</b>	<b>April 4, 2014</b>
<b>October 18, 2013</b>	<b>April 18, 2014</b>
<b>November 1, 2013</b>	<b>May 2, 2014</b>
<b>November 15, 2013</b>	<b>May 16, 2014</b>
<b>November 29, 2013</b>	<b>May 30, 2014</b>
<b>December 13, 2013</b>	<b>June 13, 2014</b>
<b>December 27, 2013</b>	<b>June 27, 2014</b>

## **Appendix C Bargaining Committee and Steward Responsibilities**

Unit Chair: Is the acting President and Chairperson for the entire Bargaining Unit and a Steward for a designated group of employees.

Vice-Chair: Functions as a Committee person on the Bargaining Committee and a Steward for a designated group of employees and is the acting Chair, in the absence of the Unit Chair.

At Large Committee Person: Functions as a Committee person on the Bargaining Committee and a Steward for a designated group of employees.

Stewards: Function as a representative for a specific satellite facility. However, their responsibility ends after Step 2 of the Grievance Procedure.

All of the above offices are elected and are representatives of the Local Unit. They meet with the Administration over matters concerning the contract and workplace issues, within their responsibilities and jurisdictions.